

SERFF Tracking Number:	FFDC-125500272	State:	Arkansas
First Filing Company:	American Automobile Insurance Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	NARCM0108		
TOI:	09.0 Inland Marine	Sub-TOI:	09.0005 Other Commercial Inland Marine
Product Name:	Inland Marine Cinema Industry		
Project Name/Number:	Inland Marine Cinema Industry/NARCM0108		

Filing at a Glance

Companies: American Automobile Insurance Company, Associated Indemnity Corporation, Fireman's Fund Insurance Company, National Surety Corporation, The American Insurance Company

Product Name: Inland Marine Cinema Industry	SERFF Tr Num: FFDC-125500272	State: Arkansas
TOI: 09.0 Inland Marine	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 09.0005 Other Commercial Inland Marine	Co Tr Num: NARCM0108	State Status: Fees verified and received
Filing Type: Form	Co Status: Pending	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Authors: Michelle Davanzo, Gina Bondanza	Disposition Date: 03/03/2008
	Date Submitted: 02/21/2008	Disposition Status: Approved
Effective Date Requested (New): 03/15/2008		Effective Date (New): 03/15/2008
Effective Date Requested (Renewal): 03/15/2008		Effective Date (Renewal): 03/15/2008

State Filing Description:

General Information

Project Name: Inland Marine Cinema Industry	Status of Filing in Domicile:
Project Number: NARCM0108	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 03/03/2008	
State Status Changed: 03/03/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
RE: COMMERCIAL INLAND MARINE	
DIGITAL CINEMA SYSTEMS EQUIPMENT COVERAGE	
FORM FILING	
Fireman's Fund Insurance Company 0761-21873	
The American Insurance Company 0761-21857	

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National Surety Corporation 0761-21881
Associated Indemnity Corporation 0761-21865
American Automobile Insurance Company 0761-21849
Company Filing #NARCM0108

Dear Sir or Madam:

We have developed new Inland Marine coverage forms for businesses engaged in the cinema industry, primarily movie theatres. These forms are designed to cover all electronic projection equipment, including component parts, software, data, and media (including unused media) and computer programs. NO real property, or personal property other than Digital Cinema Systems Equipment, is indemnified.

Today, risks in the cinema industry utilize projection equipment which is electronic data processing equipment. EDP equipment is such an integral part of the projection setup, it is not possible to distinguish EDP from the remainder of the equipment. Therefore, the set of forms listed below, which are briefly analyzed for purpose and content in the attached explanatory memorandum, are enclosed for your review:

Digital Cinema Systems Equipment Coverage Form - 145479 01 08
Digital Cinema Systems Coverage Form Declarations - 145479DEC 01 08
Digital Cinema Systems - Time Element Coverage Declarations - 145480DEC 01 08
Digital Cinema Systems - Business Interruption - Earnings Coverage Form - 145481 01 08
Digital Cinema Systems - Extra Expense Coverage Form - 145482 01 08
Digital Cinema Systems - Business Interruption Form - Off Premises Power Failure Endorsement- 145483 01 08
Digital Cinema Systems - Business Interruption Form - Dependent Properties Endorsement - 145484 01 08
Digital Cinema Systems - Business Interruption Form - Loss of Signal, Transmission, or Other Broadcast Service
Endorsement - 145485 01 08
Digital Cinema Systems - Earth Movement Endorsement - 145486 01 08
Digital Cinema Systems - Earth Movement Sprinkler Leakage Endorsement - 145487 01 08
Digital Cinema Systems - Flood Endorsement - 145488 01 08
Digital Cinema Systems - Hurricane Deductible Endorsement - 145489 01 08
Digital Cinema Systems - Hurricane Exclusion Endorsement - 145490 01 08
Digital Cinema Systems – Detrimental code Coverage Extension Endorsement – 145491 01 08

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To make a complete policy, these forms will be attached to our Inland Marine Conditions form, 140559, which you previously approved. We will also attach Common Policy Conditions IL 00 17 and Calculation of Premium IL 00 03, which ISO previously filed on our behalf (not enclosed).

Also, we will attach the following state specific endorsement(s) which have already been approved for use: CM 0144, IL 0190

Your approval/acknowledgement of this filing, which has a proposed effective date of March 15, 2008, would be appreciated.

Company and Contact

Filing Contact Information

Tracy Thompson, Regulatory Analyst	tthomps5@ffic.com
777 San Marin Drive	(415) 899-2145 [Phone]
Novato, CA 94998	(866) 290-0671[FAX]

Filing Company Information

American Automobile Insurance Company	CoCode: 21849	State of Domicile: Missouri
777 San Marin Drive	Group Code: 761	Company Type:
Novato, CA 94998	Group Name:	State ID Number:
(415) 899-2817 ext. [Phone]	FEIN Number: 22-1608585	

Associated Indemnity Corporation	CoCode: 21865	State of Domicile: California
777 San Marin Drive	Group Code: 761	Company Type:
Novato, CA 94998	Group Name:	State ID Number:
(415) 899-2817 ext. [Phone]	FEIN Number: 22-1708002	

Fireman's Fund Insurance Company	CoCode: 21873	State of Domicile: California
777 San Marin Drive	Group Code: 761	Company Type:
Novato, CA 94998	Group Name:	State ID Number:
(415) 899-3290 ext. [Phone]	FEIN Number: 94-1610280	

National Surety Corporation	CoCode: 21881	State of Domicile: Illinois
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Product Name: *Inland Marine Cinema Industry*
Project Name/Number: *Inland Marine Cinema Industry/NARCM0108*

777 San Marin Drive	Group Code: 761	Company Type:
Novato, CA 94998	Group Name:	State ID Number:
(415) 899-2817 ext. [Phone]	FEIN Number: 36-2704643	

The American Insurance Company	CoCode: 21857	State of Domicile: Nebraska
777 San Marin Drive	Group Code: 761	Company Type:
Novato, CA 94998	Group Name:	State ID Number:
(415) 899-2817 ext. [Phone]	FEIN Number: 22-0731810	

<i>SERFF Tracking Number:</i>	<i>FFDC-125500272</i>	<i>State:</i>	<i>Arkansas</i>
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Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Automobile Insurance Company	\$50.00	02/21/2008	18088239
Associated Indemnity Corporation	\$0.00	02/21/2008	
Fireman's Fund Insurance Company	\$0.00	02/21/2008	
National Surety Corporation	\$0.00	02/21/2008	
The American Insurance Company	\$0.00	02/21/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	03/03/2008	03/03/2008

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Disposition

Disposition Date: 03/03/2008
Effective Date (New): 03/15/2008
Effective Date (Renewal): 03/15/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Form Filing Transmittal	Approved	Yes
Supporting Document	Dec Pages	Approved	Yes
Supporting Document	Explanatory Memo	Approved	Yes
Form	Digital Cinema Systems - Equipment Coverage Form	Approved	Yes
Form	Digital Cinema Systems - Business Interruption - Earnings Coverage Form	Approved	Yes
Form	Digital Cinema Systems - Extra Expense Coverage Form	Approved	Yes
Form	Digital Cinema Systems - Business Interruption Form - Off Premises Power Failure Endorsement	Approved	Yes
Form	Digital Cinema Systems - Business Interruption Form - Dependent Properties Endorsement	Approved	Yes
Form	Digital Cinema Systems - Business Interruption Form - Loss of Signal, Transmission, or Other Broadcast Service Endorsement	Approved	Yes
Form	Digital Cinema Systems - Earth Movement Endorsement	Approved	Yes
Form	Digital Cinema Systems - Earth Movement Sprinkler Leakage Endorsement	Approved	Yes
Form	Digital Cinema Systems - Flood Endorsement	Approved	Yes
Form	Digital Cinema Systems - Hurricane Deductible Endorsement	Approved	Yes
Form	Digital Cinema Systems - Hurricane Deductible	Approved	Yes
Form	Digital Cinema Systems - Detrimental Code Coverage Extension Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Digital Cinema Systems - Equipment Coverage Form	145479	01 08	Endorsement/Amendment/Conditions		0.00	145479 CIC-2-Coverage Form.pdf
Approved	Digital Cinema Systems - Business Interruption - Earnings Coverage Form	145481	01 08	Endorsement/Amendment/Conditions		0.00	145481 CIC-4-BI Earnings Coverage Form.pdf
Approved	Digital Cinema Systems - Extra Expense Coverage Form	145482	01 08	Endorsement/Amendment/Conditions		0.00	145482 CIC-5-Extra Expense Form.pdf
Approved	Digital Cinema Systems - Business Interruption Form - Off Premises Power Failure Endorsement	145483	01 08	Endorsement/Amendment/Conditions		0.00	145483 CIC-6-BI Form Off Premises Power.pdf
Approved	Digital Cinema Systems - Business Interruption Form - Dependent Properties Endorsement	145484	01 08	Endorsement/Amendment/Conditions		0.00	145484 CIC-7-BI Form Dependent Properties.pdf 145484 CIC-7-BI Form Dependent Properties.pdf
Approved	Digital Cinema Systems -	145485	01 08	Endorsement/Amendment		0.00	145485 CIC-8-BI Form

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	Business			ent/Condi		Loss of
	Interruption Form			ons		Signal.pdf
	- Loss of Signal,					
	Transmission, or					
	Other Broadcast					
	Service					
	Endorsement					
Approved	Digital Cinema	145486	01 08	Endorseme New	0.00	145486 CIC-
	Systems - Earth			nt/Amendm		9-
	Movement			ent/Condi		Earthmovem
	Endorsement			ons		ent rev.pdf
Approved	Digital Cinema	145487	01 08	Endorseme New	0.00	145487 CIC-
	Systems - Earth			nt/Amendm		10-
	Movement			ent/Condi		Earthmovem
	Sprinkler			ons		ent SL.pdf
	Leakage					
	Endorsement					
Approved	Digital Cinema	145488	01 08	Endorseme New	0.00	145488 CIC-
	Systems - Flood			nt/Amendm		11-Flood
	Endorsement			ent/Condi		rev.pdf
				ons		
Approved	Digital Cinema	145489	01 08	Endorseme New	0.00	145489 CIC-
	Systems -			nt/Amendm		12-Hurricane
	Hurricane			ent/Condi		Ded.pdf
	Deductible			ons		
	Endorsement					
Approved	Digital Cinema	145490	01 08	Endorseme New	0.00	145490 CIC-
	Systems -			nt/Amendm		13-Hurricane
	Hurricane			ent/Condi		Excl.pdf
	Deductible			ons		
Approved	Digital Cinema	145491	01 08	Endorseme New	0.00	145491 CIC-
	Systems -			nt/Amendm		14-Digital
	Detrimental Code			ent/Condi		Cinema
	Coverage			ons		Systems.pdf
	Extension					
	Endorsement					

Digital Cinema Systems Equipment Coverage Form - 145479 01 08

Policy Amendment(s) Commercial Inland Marine Coverage

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Some words and phrases that appear in bold face have special meaning. Refer to Definitions.

1. Property We Cover

We cover the following **property you** own, or for which **you** are responsible while in your care, custody or control:

A. Digital cinema projectors, satellite dish/receivers, media servers, library management servers, and related electronic projection machinery, equipment, cabling and wiring, including **software, data, and media or computer programs** as defined under Section 10 of this form.

B. The property described is known as **covered property**. The locations listed in the Declarations that apply to this **coverage** are known as **covered locations**. We only cover those kinds of **covered property** at the **covered locations** for which a Limit of Insurance is shown.

C. We do not cover property excluded under Property We Do Not Cover, or Property which is excluded elsewhere in this policy.

2. Limits of Insurance

The most we will pay for loss in any one occurrence is the applicable Limit of Insurance shown in the Declarations that apply to this Coverage Part.

3. Deductible

We will not pay for **loss** to **covered property** in any one occurrence until the amount of **loss** exceeds the Deductible Amount shown in the Declarations for the type of **covered property** involved. We will then pay the amount of **loss** in excess of the Deductible Amount, up to the applicable Limit of Insurance.

If more than one type of **covered property** sustains **loss** in any one occurrence, we will only apply one Deductible amount to the entire **loss**; however that Deductible Amount will be the largest Deductible Amount that applies to the **loss**.

4. Property We Do Not Cover

We will not pay for **loss** to any of the following property, unless specifically included in the Declarations that apply to this Coverage Form or endorsed onto this Coverage Form:

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy.



Secretary



President

- A. accounts, bills, deed, evidences of debt, **money**, notes or securities, valuable papers and records, abstracts, manuscripts or other documents;
- B. furs, jewelry or precious and semi-precious stones;
- C. gold, silver or other precious metals or alloys;
- D. property that **you** lease, loan or rent to someone else while away from **your** premises;
- E. property that is in the possession of someone else under an agreement of sale;
- F. aircraft, satellites, property on board satellites, watercraft, motor vehicles, trailers, semitrailers, motorcycles or any vehicle that is designed primarily for highway use;
- G. property that is waterborne, except **covered property** when on a transporting land conveyance aboard any regular licensed ferry on an inland waterway;
- H. property shipped by mail;
- I. animals;
- J. any other property except as covered under Section 1 of this Computer Industry Coverage Form;

5. Causes of Loss We Cover

We will pay for direct physical **loss** to **covered property** from any external cause at the location described in the Declarations. **We** do not cover those causes of loss excluded under Causes of Loss We Do Not Cover or excluded elsewhere in this policy.

6. Causes of Loss We Do Not Cover

A. **We** do not cover **loss** caused by, resulting from, or made worse by any of the following:

(1) wear, tear, deterioration, decay, inherent vice, latent defect, rust, mold, corrosion, wet or dry rot, disease or contamination, fungus, extremes of temperature, dampness or dryness of atmosphere, unless a **loss** covered under Causes of Loss We Cover results. **We** will then pay only for the resulting **loss**.

However, if due to a **covered loss** to **your** air conditioning system, **covered property** is damaged by dryness or dampness of atmosphere, extremes of temperature, corrosion, or rust, **we** will pay for that **loss** to **covered property**.

(2) mechanical breakdown of machines, other than **covered property**, including rupture or bursting caused by centrifugal force, or electrical breakdown or failure.

(3) any **loss** that:

- a. is covered under any manufacturer's or vendor's warranty or maintenance contract; or
- b. occurs while the equipment is undergoing any type of testing, or is being dried out.

(4) settling, shrinking, cracking, bulging or expansion of any pavement, foundation, building or structure, unless a **loss** covered under a Cause of Loss We Cover results. **We** will then pay only for the resulting **loss**.

(5) delay, loss of market, loss of use or any interruption of business;

(6) any theft, appropriation, seizure, confiscation, or any illegal or unauthorized use of the transmission services for image, voice, **data** or other signals provided by or to **your business**;

(7) any theft, appropriation, seizure, confiscation, or any illegal or unauthorized use of **your** programming, broadcast or any other signal provided by or to **your business**, which is delivered by air waves or cable;

(8) any fraudulent, dishonest or criminal act by **you** or **your** partners, officers, directors or trustees or any other person to whom covered property has been entrusted, except carriers for hire;

(9) unexplained loss, or shortage disclosed on taking inventory;

(10) Off Premises Power Failure, meaning **loss** caused by the failure of power or other utility service supplied to the described location. But if **loss** by a Cause of Loss We Cover results, **we** will pay for the resulting **loss**.

(11) work performed on **covered property**, meaning repairing, adjusting, servicing or maintenance operations, unless fire or explosion not otherwise excluded results. **We** will pay for that resulting **loss**.

B. Regardless of any other covered cause of loss or event which occurs concurrently or in any sequence to the **loss**, **we** do not cover **loss** caused directly or indirectly by:

any earth movement, other than sinkhole collapse or mine subsidence, such as earthquake, landslide or earth sinking, rising or shifting. But if **loss** by fire or explosion not otherwise excluded results from earth movement, **we** will pay for that resulting **loss**.

Sinkhole collapse means **loss** caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or similar rock formations. It does not include:

- a. the cost of filling sinkholes; or
- b. sinking or collapse of land into manmade underground cavities.

(1) volcanic eruption, explosion or effusion. But if **loss** by fire, building glass breakage or volcanic action not otherwise excluded results, **we** will pay for that resulting **loss**.

Volcanic action means direct **loss** resulting from the eruption of a volcano when the **loss** is caused by volcanic blast or airborne shock waves, ash, dust or particulate matter, or lava flow. All volcanic eruptions that occur within a 72 hour period will constitute a single **loss**.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical **loss** to the **covered property**.

(3) a. flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

b. mudslide or mudflow.

But if **loss** by fire, explosion or sprinkler leakage results, **we** will pay for that resulting **loss**.

Exclusion B.(1), (2) and (3) shall not apply to **covered property** which is in the due course of transit.

(4) a. an order from any governmental authority, or by the enforcement of any ordinance or law:

- i. regulating the construction, use or repair of any **covered property**; or
- ii. requiring the tearing down or removal of any **covered property**, including the cost of removing its debris.

b. the increased costs of repairs due to an order from any governmental authority, or the enforcement of any ordinance or law that:

- i. requires the demolition of parts of the same **covered property** not damaged by a Cause of Loss We Cover; or
- ii. regulates the construction or repair of buildings, or establishes zoning or land use requirements at the premises described in the Declarations.

7. Loss Adjustment Provisions

The value of **your covered property** at the time **loss** occurs will be established according to one of the following valuation provisions as indicated on the Declarations that apply to this form.

A. All **covered property** owned by **you** or for which **you** are responsible, except software, data, media and computer programs, will be valued as follows:

The value of **covered property** other than **software, data, media and computer programs**, the **electronic data processing equipment** shall be the actual replacement cost, at the place and time of **Loss**. Actual Replacement Cost means the cost to replace with new property of comparable material and quality and used for the same purpose, without deduction for depreciation. When replacement with identical property is impossible, the amount of **loss** will be based on the cost to replace the property with similar property intended to perform the same functions.

If the **computer property** other than **software, data, media and computer programs** is not replaced, **we** will only pay for **loss** on an Actual Cash Value basis.

Covered property other than **software, data, media and computer programs** belonging to others will be valued in the same manner, but **we** will not pay more than the amount for which **you** are liable.

B. **Software, data, media and computer programs** owned by **you** or for which **you** are responsible will be valued as follows:

(1) **Data and computer programs** not specifically listed by endorsement on this policy shall be valued at the actual cost of reproduction, provided that the **data or computer programs** are replaced or reproduced. If the **data or computer programs** are not replaced, then **we** will only pay for blank **media** similar to that on which the **data or computer programs** were recorded. With respect to **media**, **we** will pay the actual cost to repair or replace the property with material of the same kind or quality.

(2) **Data, media and computer programs** that are specifically listed by endorsement on this policy will be valued at the amount per item specified on the endorsement. This listed amount shall be the agreed value for the purpose of this **coverage**.

(3) **Data, media and computer programs** belonging to others will be valued in the manner specified in B.(1) or in B.(2), as applicable, but **we** will not pay more than the amount for which **you** are liable.

C. Pair, Set or Parts

If **you** have a **covered loss** to **your covered property** that is part of a pair or set, **we** will pay **you** only for a reasonable and fair proportion of the total value of the pair or set. **We** will not pay on the basis of **loss** to the entire pair or set.

If **you** have a **covered loss** to **covered property** that is a piece or pieces which belong to something that, when complete, consists of several parts, **we** will pay only for the part(s) that are lost or damaged.

8. Additional Coverage We Provide

A. Removal

Coverage is provided for the **covered property** while it is being moved to and while at a place of safety when the movement is necessary to avoid the imminent danger of a **loss**. **We** also cover the **covered property** while it is being returned to its regular **covered location**. **You** must notify us in writing of this activity within ten days following the property's relocation or this **coverage** will no longer apply.

B. New Location Coverage or Transfer Between Existing Locations

You may relocate **covered property** to a new location or to another of the **covered locations**. **You** must report such relocated property to **Us** within 120 days of its relocation or this **coverage** will no longer apply. Any necessary premium adjustment will be made on a pro rata basis. The most **we** will pay for all **losses** under this coverage is \$250,000 per location. If the **covered property** is otherwise insured on a Replacement Cost basis as indicated in the Declarations that apply to this **coverage**, that provision is suspended until **you** report the relocation to **us**. During this period, the **covered property** is covered for its Actual Cash Value.

C. Property Off Premises

We will pay up to \$25,000 for **loss** to **covered property** while it is temporarily away from the **covered location** to be cleaned repaired or serviced. While at the temporary location, and while in transit to and from the **covered location**, we cover it against loss from a cause of loss we cover applying to the property at the **covered location**.

D. Property in Transit

(1). **We** cover **covered property** in transit while it is:

- (a) IN THE DUE COURSE OF TRANSIT – INSURED'S VEHICLES. This covers **covered property** which is in, on, connected to or being towed by a vehicle which you own, operate or lease.

- (b) IN THE CARE, CUSTODY OR CONTROL OF SALESPERSONS. This covers **covered property** while it is away from your **premises** in the care, custody, or control of any of your salesperson(s).
 - (c) IN THE CUSTODY OF CARRIERS FOR HIRE. This covers **covered property** but only while it is in the custody of a carrier for hire which includes any motor vehicle, rail, air express, or air transportation company; and their connecting carriers.
- (2). We cover such property against direct physical loss or damage from any Cause of Loss not otherwise excluded from this policy.
- (3). We will not pay under Property in Transit for loss or damage to:
- (a) Property you ship by mail while in the custody of the U.S. Postal Service.
 - (b) Property that is waterborne except when on a transporting land conveyance aboard any regular licensed ferry on an inland waterway, and then to include general average and salvage charges for which you may be liable.
 - (c) Export shipments after such shipments are loaded on board an exporting conveyance, or on the date such export shipments are covered by a Marine Insurance Policy, or on import shipments until Marine Coverage ceases.
 - (d) Property of others carried by you while acting as a common carrier, contract carrier, broker, loader, consolidator or freight forwarder, unless otherwise provided herein.
 - (d) Live animals.
 - (e) **Media, software, and data**, accounts receivable, **valuable papers and records**, or Covered Property while it is in transit to or from a trade show.

(4). As respects coverage provided by Property in Transit, the following definition is added to Section 10. Definitions:

The **policy territory** for Property in Transit is within and between the 48 contiguous States of the United States of America; the State of Alaska; the State of Hawaii; the District of Columbia; Puerto Rico and Canada.

(5). The most we will pay for loss, damage, or expense in any one occurrence under this coverage is the Limit of Insurance shown in the Declarations that applies to Property in Transit.

E. Duplicate **Data** and **Computer Programs**

We cover **data** and **computer programs** which are a duplicate of **data** and **computer programs** covered under this form, but only if such duplicate **data** and **computer programs** are kept at locations other than the **covered locations** scheduled under this form. The most we will pay under this Additional Coverage is \$10,000.

F. Fire Department Service Charge

We will pay up to \$2,500 for fire department service charges when a fire department is called to save or protect **covered property** from a **covered loss**. You must have assumed these fire department service charges by contract prior to a **covered loss**, or the fire department service charges must be required by local ordinance.

G. Fire Protection Devices

We will cover the expense incurred to recharge or refill any fire protection devices, which are located at the **covered premises** and designed specifically to protect **covered property**, and are located in the same room where the **covered property** is located, when these devices have been discharged.

This Additional Coverage shall not apply if the discharge occurs while actual work is being performed upon the system or while the system is being tested.

This Additional Coverage will also pay the expense incurred in cleaning up the extinguishing agent from the **covered property** which results from such discharge of the fire protection devices located within the room.

The most **we** will pay under this Additional Coverage in any one occurrence is \$25,000. No deductible shall apply to this Additional Coverage.

H. Loss Data Preparation Costs

We will pay, up to \$5,000, for the reasonable costs **you** incur in preparing loss data required by policy conditions after a **covered loss**. This includes the cost of taking inventory, making appraisals, and preparing other data to determine the extent of **your covered loss**.

I. Property Shipped by Registered Mail

We will pay, up to \$5,000 per package, for **loss** of **covered property** while in the possession of the U.S. Postal Service when sent by Registered Mail.

A deductible of \$250 shall apply to this Additional Coverage

J. Valuable Papers and Records

We will pay, up to \$5,000 in any one occurrence, the cost to replace, research, restore or reproduce **your** Valuable Papers and Records that are lost or damaged due to a **covered loss**. This Additional Coverage does not apply to **data** and **media**.

No deductible shall apply to this Additional Coverage.

K. Employee Theft - Limited

We will pay up to \$25,000 in any one occurrence, and over all occurrences combined any one policy period, for loss of or damage to **covered property** resulting directly from **theft** committed by an **employee**, whether identified or not, acting alone or in collusion with other persons.

The following exclusions apply to Employee Theft – Limited:

- a. Loss resulting from **theft** or any other dishonest act committed by:
 - (1) You; or
 - (2) Any of your partners or **members**;
whether acting alone or in collusion with other persons.

b. Loss resulting from **theft** or any other dishonest act committed by any of your **employees, managers**, directors, trustees or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

except when covered under Employee Theft - Limited.

c. Loss that is an indirect result of any act or **occurrence** covered by Employee Theft - Limited, including but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to **covered property**.
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under Employee Theft - Limited.
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under Employee Theft – Limited.

d. Expenses related to any legal action.

e. Loss caused by any **employee** of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.

f. Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
 - (2) A profit and loss computation.
- However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

g. Loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account.

h. Loss resulting from fraudulent or dishonest signing, issuing, canceling or failing to cancel, a warehouse receipt or any papers connected with it.

The following Conditions apply in addition to the Common Policy Conditions:

a. This insurance is cancelled as to any **employee**:

(1) Immediately upon discovery by:

- (a) You; or
- (b) Any of your partners, **members, managers**, officers, directors or trustees not in collusion with the **employee**;
of **theft** or any other dishonest act committed by the **employee** whether before or after becoming employed by you.

(2) On the date specified in a notice mailed to the first Named Insured.
That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

b. We will pay only for loss that you sustain through acts committed or events occurring during the policy period shown in the Declarations and discovered by you:

- (1) During the policy period; or
- (2) No later than 1 year from the date of termination or cancellation of this insurance.

However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by you replacing in whole or in part the insurance afforded hereunder, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

c. If any loss is covered:

- (1) Partly by this insurance; and
- (2) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

then the most we will pay is the Limit of Insurance shown under this Additional Coverage.

Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or policy period to policy period.

d. The property covered under this insurance is limited to property:

- (1) That you own or lease;
- (2) That you hold for others; or
- (3) For which you are legally liable,

except for property inside the premises of a **client** of yours.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

e. We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

The following coverages do not apply to this Additional Coverage Employee Theft - Limited:

- (1) Business Income Coverage Form
- (2) Extra Expense Coverage Form
- (3) business income, extra expense or expediting expense coverage contained within endorsements added to this policy

L. Off Premises Power Failure –Direct Damage

We will pay for direct physical loss or damage to **covered property** caused by or resulting from the interruption of power supply services to a **covered location** caused by a cause of loss we cover.

Power supply services means the following types of property supplying electricity, steam or gas to a covered location:

1. Utility generating plants;
2. Switching stations;
3. Substations;
4. Transformers;
5. Gas mains, and
6. Transmission lines.

Power supply services do not include satellites.

The most we will pay for loss, damage, or expense in any one occurrence under this Additional Coverage is \$25,000.

M. Earth Based Satellite Reception Equipment

If a satellite **transponder** under **tariff** or contract with **you** fails to provide the performance standards as specified in the **tariff** or contract, **we** will pay the cost to adjust **your** earth based reception equipment to a replacement signal of the quality specified in the **tariff** or contract.

This Additional Coverage We Provide does not cover costs **you** incur to obtain any replacement signal or service.

The need to obtain a replacement signal must be due to causes beyond **your** control.

The aggregate amount **we** will pay under this Additional Coverage for the sum of all losses is \$10,000 during the term of this policy.

N. Incompatibility of Projection Material

If, due to a **covered loss**, replacement equipment is not compatible with **your** current projection material or replacement material is not compatible with **your** current equipment, we will pay the cost of:

- a. modification of projectors, sound equipment, or audio and visual equipment to accept the projection material; or
- b. replacement of projection material in order to achieve compatibility with projection equipment.

The aggregate amount **we** will pay under this Additional Coverage for the sum of all losses is \$10,000 during the term of this policy.

9. General Conditions

A. Property of Others

We may adjust any claim directly with the owner of the **covered property**.

10. Definitions

A. **Computer programs** means **data** used to direct **digital cinema systems**, including diagrams or other records which can be used to reproduce programs.

- B. **Coverage** or **coverages** means the insurance protection provided by this policy.
- C. **Covered location(s)** means a location specified in the Declarations to which **coverage** provided by this coverage form applies.
- D. **Covered loss** means **loss** or damage to which **coverage** provided by this coverage form applies.
- E. **Covered property** means property covered under Section 1, Property We Cover, and for which a Limit of Insurance is specified in the Declarations of this Coverage Form.
- F. **Data** means facts, concepts or instructions which are converted to a form usable in **your** data processing operations, including **computer programs**.
- As used in this coverage form, **data** does not include Accounts Receivable or Valuable Papers and Records.
- G. **Loss** means direct physical loss or damage from external causes.
- H. **Media** means materials on which data is recorded.
- I. **Money** means currency, coins and bank notes and money orders.
- J. **Software** means any combination of **data**, **media** or **computer programs**.
- K. **Tariff** means a common carrier's statement describing the services it offers and the rates it charges.
- L. **Transponder** means an electronic device on a satellite that receives audio and video signals transmitted from the earth and retransmits them back to the earth.
- M. **We**, **us** or **our** means the insurance company providing this coverage named in the Declarations of this policy.
- N. **You** or **your** means the Named Insured shown in the Declarations of this Coverage Form.
- O. **Your business** means the trade, profession or occupation in which **you** are engaged.

Digital Cinema systems - Business Interruption- Earnings Coverage Form – 145481 01 08

Policy Amendment(s) Commercial Inland Marine Coverage

Insured
Producer

Policy Number
Effective Date

Various provisions in this **policy** restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Some words and phrases that appear in bold face have special meaning. Refer to Section 9.

1. Causes of Loss We Cover

We will pay for **your** losses which result directly from the necessary interruption of your **business**. This interruption must be a direct result of a **covered loss** to **property covered** under the Digital Cinema Systems Equipment Coverage Form attached to this **policy**.

2. Measure of Recovery

For any one occurrence **we** will pay **you** for the actual **loss you** incur in the reduction of **your earnings**, less charges and expenses which do not necessarily continue during the period **your business** is interrupted, after the amount of **loss** exceeds the Deductible stated in the Declarations that apply to this Coverage Form. **We** will then pay the amount of **loss** in excess of the Deductible, up to the applicable Limit of Insurance. However, **we** will pay **you** only for a time period beginning at the time the **covered loss** takes place and ending at the time by which **you** could have the **covered property** repaired, replaced or rebuilt. The latter date may be later than the expiration of the policy.

We will consider the continuation of **normal** expenses, such as payroll expense, to the extent that they contribute to **your** ability to resume the same quality of service that existed immediately prior to **your** covered physical **loss**.

3. Limits of Insurance

The most **we** will pay, no matter how the **loss** is valued, will not be more than the Limit of Insurance shown on the Declarations that apply to this Coverage Form.

4. Causes of Loss We Do Not Cover

In addition to the Causes of Loss We Do Not Cover in the Cinema Industry Equipment Coverage Form, attached to this **policy**, **we** do not cover **loss** caused by, resulting from or made worse by any of the following:

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy.



Secretary



President

A. the suspension, lapse or cancellation of any lease, license, contract or order. But if such event results from an interruption of business which causes a **covered loss** to **your earnings** then **we** will pay for that **loss**;

B. interference at **covered locations** by strikers or others which delays or prevents the repair or replacement of **covered property** or the resumption or continuation of **your** use of the **covered property** for its intended purpose;

C. **loss** or destruction of accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents;

D. **loss** to **your** property that is rented or leased to others and away from **your** premises;

E. any loss of signal, transmission or other broadcast service.

5. Resumption of Operations

As a condition to **your** recovery under this Coverage Form **you** agree that:

A. **you** will resume complete or partial **operations** of **your business** as soon as practicable after a **loss**; and

B. **you** will make use of property of others including businesses with facilities similar to **yours**, if obtainable, if by doing so **you** would reduce the amount of **loss** payable under this Coverage form; and

C. **you** will make use of surplus real or personal property **you** own or control while **you** restore the **covered property** insured under this **policy** to a condition for resumption of **your business**.

6. Extended Business Interruption

In addition to the business interruption **coverage** provided above, **we** will pay for the actual loss **you** incur which will be the reduction in **your earnings** during the period that:

A. begins the date the **covered property** is actually repaired, replaced or rebuilt and **your business** resumes **operations**; and

B. ends the earlier of:

(1) the date **you** could restore **your business**, with reasonable speed, to the condition that would have existed if no **covered loss** had occurred; or

(2) 180 consecutive **days** after the date determined in 6. A. above.

7. Additional Coverage We Provide:

In addition to the Additional Cover We Provide in the Digital Cinema Systems Equipment Coverage Form attached to this **policy**, the following Additional Coverages We Provide are added, but only with respect to the **coverage** provided by this Coverage Form:

A. **Your Expense to Reduce Loss**, meaning expenses **you** necessarily incur, except the cost of extinguishing a fire, to reduce **your loss** under this Coverage Form. Unless **you** obtain **our** authorization in writing, **we** will not pay more than the **covered loss** is actually reduced;

This Additional Coverage We Provide does not apply if an Extra Expense Coverage Form applies to a **covered loss**.

B. Interruption by Civil Authority, meaning if an action of civil authority prohibits **your** access to **your covered property** due to direct physical **loss** to property, other than at a **covered location**, caused by or resulting from a Cause Of Loss We Cover, then **we** will pay for **your** resulting **loss of earnings**. We will do so for only a period of four consecutive weeks.

8. Definitions: In addition to the definitions in the Digital Cinema Systems Equipment Coverage Form attached to this **policy**, the following definitions are added with respect to the **coverage** provided by this Coverage Form.

A. Day(s) means a period of twenty four consecutive hours and must be a **day** on which **your business** is normally in **operation**.

B. Earnings means the total sales value of **your** product or service sold, including sales value of **your** product or service **you** could have sold at **your** current rates or tariff had no loss occurred, plus other **earnings you** receive from **your business**. As respects this Coverage Form, calculating **your** earnings will also include appropriate peak season considerations and verifiable price, rate or tariff changes.

The amount of **earnings** will be reduced by the cost of materials and supplies consumed in supplying your product or service, including services purchased from others for resale, which do not continue under contract.

In determining the **earnings** **we** will consider the experience of **your business** prior to the **loss** as well as the probable **normal** experience to be expected.

C. Loss or Covered Loss means a **loss** which develops because of a direct physical **loss** to **covered property** from an external cause covered by the Digital Cinema Systems - Equipment Coverage Form or property coverage form included in the **policy** to which this Coverage Form is attached.

D. Normal means the conditions that would have existed if no **loss** happened.

E. Operation(s) means **your** business activities occurring at the described premises.

F. Policy means the Insurance Policy within which this Coverage Form is included.

Digital Cinema Systems - Extra Expense Coverage Form – 145482 01 08

Policy Amendment(s) Commercial Inland Marine Coverage

Insured
Producer

Policy Number
Effective Date

Various provisions in this **policy** restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Some words and phrases that appear in bold face have special meaning. Refer to Section 7, Definitions.

1. Causes of Loss We Cover

We will pay for **your** necessary **extra expense**, that **you** incur in order to continue, as nearly as practical, the **normal operations** of **your business**. This expense must be a direct result of a **covered loss** to **property covered** under the Digital Cinema Systems - Equipment Coverage Form attached to this **policy**.

2. Measure of Recovery

For any one occurrence **we** will pay **you** for the actual **extra expense you** incur after the amount of **loss** exceeds the Deductible stated in the Declarations that apply to this Coverage Form. **We** will then pay the amount of **loss** in excess of the Deductible, up to the applicable Limit of Insurance. **Coverage** ends on the date by which, with the exercise of due diligence, **you** could have the **covered property** repaired, replaced or rebuilt. This date may be later than the expiration of the policy. The period of **coverage** extends to the time when **you** can reasonably repair, rebuild or replace the lost or damaged **covered property**.

We will pay **you** up to the Limit of Insurance stated in the Declarations for this Coverage Form or until **you** have resumed full **operations** as they were prior to **your loss**. Refer to Section 5, Resumption of Operations in this Coverage Form.

Under this Coverage Form, **we** will not pay for expenditures incurred in the purchase, construction, repair or replacement of any **covered property** unless such action reduces **your extra expenses**. **We** will pay only for the resulting reduction in **extra expense** and not for the property covered elsewhere in this policy. The extent to which any salvage or sale of lost or damaged **covered property** may effect the amount of **your extra expense loss** will be taken into consideration in the determination of **your** actual **loss**. **We** will not pay for the **loss** of profits or earnings.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy.



Secretary



President

3. Limits of Insurance

The most **we** will pay, no matter how the **loss** is valued, will not be more than the Limit of Insurance shown on the Declarations that apply to this Coverage Form.

4. Causes of Loss We Do Not Cover

In addition to the Causes of Loss We Do Not Cover in the Digital Cinema Systems Equipment Coverage Form attached to this **policy**, **we** do not cover **loss** caused by, resulting from or made worse by any of the following:

- A. The suspension, lapse or cancellation of any lease, license, contract or order. But if such event results from an interruption of business which causes a **covered loss** and results in **extra expense** to **you**, **we** will pay for the **extra expense**;
- B. Interference at **covered locations** by strikers or others which delays or prevents the repair or replacement of **covered property** or the resumption or continuation of **your** use of the **covered property** for its intended purpose;
- C. **Loss** or destruction of accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents;
- D. **Loss** to **your** property that is rented or leased to others and away from **your** premises;
- E. Any loss of signal, transmission or other broadcast service.

5. Resumption of Operations

As a condition to **your** recovery under this Coverage Form **you** agree that:

- A. **You** will resume complete or partial **operations** of **your business** as soon as practicable after a **loss**;
- B. **You** will make use of property of others including businesses with facilities similar to **yours**, if obtainable, if by doing so **you** would reduce the amount of **loss** payable under this Coverage form;
- C. **You** will make use of surplus real or personal property **you** own or control while **you** restore the **covered property** insured under this **policy** to a condition for resumption of **your business**.

6. Additional Coverage We Provide

In addition to the Additional Coverage We Provide in the Digital Cinema Systems Equipment Coverage Form attached to this policy, the following Additional Coverage We Provide is added:

Interruption by Civil Authority, meaning if an action of civil authority prohibits **your** access to **your Covered Property** due to direct physical **loss** to property, other than at a **covered location**, caused by or resulting from a Cause Of Loss We Cover, **we** will pay for **your** resulting **extra expense**. **We** will do so for only a period of four consecutive weeks from the time your access is prohibited.

7. Definitions

In addition to the definitions in the Digital Cinema Systems Equipment Coverage Form attached to this **policy**, the following definitions are added:

A. **Day**, means a period of twenty four consecutive hours and must be a **day** on which **your business** is normally in **operation**.

B. **Expediting expenses** means the reasonable extra costs of temporary repair of **covered property**, and the extra costs of expediting the permanent repair or replacement of **covered property**, following a **covered loss**.

These extra costs may include payment of overtime wages and the additional costs of express or other rapid means of transportation.

C. **Extra expense** means additional expenses **you** incur during the period of restoration of lost or damaged **covered property** to the point where **you** can resume **your operations** in a manner substantially the same as existed prior to the **loss** to **covered property**. Additional expenses are those in excess of **your normal** expenses. Additional expenses include **rental cost reimbursement** and **expediting expenses**, as they existed prior to a **covered loss**. **We** will pay **you** for the costs, in excess of what **you** normally pay, for using property or facilities of other firms as well as other emergency expenses.

D. **Loss** or **covered loss** as used in this Extra Expense Coverage Form means a **loss** which develops because of a direct physical **loss** or damage to **covered property** from an external cause covered by the Digital Cinema Systems - Equipment Coverage Form attached to the **policy** to which this Coverage Form is attached.

E. **Normal** means the conditions that would have existed if no **loss** happened.

F. **Operation(s)** means **your** business activities occurring at the described premises.

G. **Policy** means the Insurance Policy within which this coverage form is included.

H. **Rental cost reimbursement** means the expenses necessarily incurred to rent substitute equipment when **covered property** is rendered unusable by a **covered loss**.

Digital Cinema Systems - Business Interruption Form - Off Premises Power Failure Endorsement - 145483 01 08

Policy Amendment(s) Commercial Inland Marine Coverage

Insured
Producer

Policy Number
Effective Date

This endorsement modifies insurance provided under the Digital Cinema Systems - Business Interruption – Earnings Coverage Form

Schedule

Location

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. If the Declarations show that **you** have Business Interruption Coverage and Business Interruption From Off Premises Power Failure, then **we** will pay for the actual loss of **earnings** and the **expense to reduce loss you** sustain at the premises shown in the Schedule that applies to this Endorsement, caused by the interruption of service to the described premises, after the amount of **loss** exceeds the Deductible stated in the Declarations that apply to this Endorsement. **We** will then pay the amount of **loss** in excess of the Deductible, up to the applicable Limit of Insurance.

However, **we** will pay **you** only for a time period beginning at the time the **covered loss** takes place and ending at the time by which service is restored. The latter date may be later than the expiration of the policy.

The property providing the services to the **covered location(s)** cannot be located at a **covered location** shown on the Schedule that applies to this endorsement. The interruption must be caused by a Covered Cause of Loss to the following property:

1. Water Supply Services, meaning the following types of property supplying water to the described premises:
 - a. pumping stations; and
 - b. water mains.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy.



Secretary



President

2. Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

- a. utility generating plants;
- b. switching stations;
- c. substations;
- d. transformers; and
- e. transmission lines.

Power supply services do not include satellites.

B. Limits of Insurance

The most **we** will pay, no matter how the **loss** is valued, will not be more than the Limit of Insurance shown on the Declarations that apply to this Endorsement.

C. This endorsement is otherwise subject to all the terms, conditions, provisions and stipulations of the policy to which it is attached.

Digital Cinema Systems - Business Interruption Form - Dependent Properties Endorsement - 145484 01 08

Policy Amendment(s) Commercial Inland Marine Coverage

Insured
Producer

Policy Number
Effective Date

This endorsement modifies insurance provided under the Digital Cinema Systems - Business Interruption – Earnings Coverage Form

Schedule of Dependent Properties

Name and Description of Occupancy and Location

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If the Declarations show that **you** have Business Interruption Coverage and Business Interruption Form - Dependent Properties endorsement, then **we** will pay **you** for the actual **loss** of **earnings** you sustain to **your operations** during the **period of restoration** after the amount of **loss** exceeds the Deductible stated in the Declarations that apply to this Endorsement. **We** will then pay the amount of **loss** in excess of the deductible up to the applicable limit of insurance.

However, **we** will pay **you** only for a time period beginning at the time the **covered loss** takes place and ending at the time by which the **dependent property** is repaired, replaced or rebuilt. The latter date may be later than the expiration of the policy.

The loss of **earnings** **you** sustain must be caused by direct physical **loss** to **dependent property** at a premises described in the Schedule that applies to this Endorsement, and must be caused by or resulting from a Covered Cause of Loss We Cover under the Digital Cinema Systems Equipment Coverage Form.

B. The provisions of the Digital Cinema Systems - Business Interruption – Earnings Coverage Form with respect to direct physical **loss** at the described premises will apply separately to each premises described in the Schedule that applies to this Endorsement.

C. The following is added as a Condition to Section 5, Resumption of Operations, of the Digital Cinema Systems – Business Interruption - Earnings Coverage Form:

We will reduce the amount of **your Business Interruption **loss**, other than Extra Expense, to the extent **you** can resume **operations**, in whole or in part, by using any other available:**

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy.



Secretary



President

1. source of materials, signals or facilities; or
2. outlet or distribution method for **your** products, signals or services.

D. The following are added to Section 8, Definitions, of the Digital Cinema Systems - Business Interruption – Earnings Coverage Form:

Dependent Property means property operated by others whom **you** depend on to:

- a. deliver materials, signals or services to **you**, or to others for **your** account (Contributing Locations); or
- b. accept **your** products, signals or services (Recipient Locations).

Dependent property does not include satellites.

E. Limits of Insurance

The most we will pay, no matter how the loss is valued, will not be more than the Limit of Insurance shown on the Declarations that apply to this Endorsement.

F. This endorsement is otherwise subject to all the terms, conditions, provisions and stipulations of the policy to which it is attached.

Digital Cinema Systems - Business Interruption Form - Dependent Properties Endorsement - 145484 01 08

Policy Amendment(s) Commercial Inland Marine Coverage

Insured
Producer

Policy Number
Effective Date

This endorsement modifies insurance provided under the Digital Cinema Systems - Business Interruption – Earnings Coverage Form

Schedule of Dependent Properties

Name and Description of Occupancy and Location

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If the Declarations show that **you** have Business Interruption Coverage and Business Interruption Form - Dependent Properties endorsement, then **we** will pay **you** for the actual **loss** of **earnings** you sustain to **your operations** during the **period of restoration** after the amount of **loss** exceeds the Deductible stated in the Declarations that apply to this Endorsement. **We** will then pay the amount of **loss** in excess of the deductible up to the applicable limit of insurance.

However, **we** will pay **you** only for a time period beginning at the time the **covered loss** takes place and ending at the time by which the **dependent property** is repaired, replaced or rebuilt. The latter date may be later than the expiration of the policy.

The loss of **earnings** **you** sustain must be caused by direct physical **loss** to **dependent property** at a premises described in the Schedule that applies to this Endorsement, and must be caused by or resulting from a Covered Cause of Loss We Cover under the Digital Cinema Systems Equipment Coverage Form.

B. The provisions of the Digital Cinema Systems - Business Interruption – Earnings Coverage Form with respect to direct physical **loss** at the described premises will apply separately to each premises described in the Schedule that applies to this Endorsement.

C. The following is added as a Condition to Section 5, Resumption of Operations, of the Digital Cinema Systems – Business Interruption - Earnings Coverage Form:

We will reduce the amount of **your Business Interruption **loss**, other than Extra Expense, to the extent **you** can resume **operations**, in whole or in part, by using any other available:**

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy.



Secretary



President

1. source of materials, signals or facilities; or
2. outlet or distribution method for **your** products, signals or services.

D. The following are added to Section 8, Definitions, of the Digital Cinema Systems - Business Interruption – Earnings Coverage Form:

Dependent Property means property operated by others whom **you** depend on to:

- a. deliver materials, signals or services to **you**, or to others for **your** account (Contributing Locations); or
- b. accept **your** products, signals or services (Recipient Locations).

Dependent property does not include satellites.

E. Limits of Insurance

The most we will pay, no matter how the loss is valued, will not be more than the Limit of Insurance shown on the Declarations that apply to this Endorsement.

F. This endorsement is otherwise subject to all the terms, conditions, provisions and stipulations of the policy to which it is attached.

Digital Cinema Systems - Business Interruption Form - Loss of Signal, Transmission, or Other Broadcast Service Endorsement – 145485 01 08

Policy Amendment(s) Commercial Inland Marine Coverage

Insured
Producer

Policy Number
Effective Date

This endorsement modifies insurance provided under the Digital Cinema Systems - Business Interruption – Earnings Coverage Form

Schedule

Location

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. If the Declarations show that **you** have Business Interruption Coverage and Digital Cinema Systems - Business Interruption Form - Loss of Signal, Transmission, or Other Broadcast Service , then **we** will pay for the actual loss of **earnings** and the **expense to reduce loss you** sustain at the premises shown in the schedule that applies to this Endorsement, caused by such loss of signal, transmission, or other broadcast service to the described premises, after the amount of **loss** exceeds the Deductible stated in the Declarations that apply to this Endorsement. **We** will then pay the amount of **loss** in excess of the Deductible, up to the applicable Limit of Insurance.

We will pay **you** only for the time period beginning at the time the **covered loss** takes place and ending at the time by which the signal, transmission, or other broadcast service is restored. The latter date may be later than the expiration of the policy.

B. With respect to the coverage provided by this Endorsement only, the Digital Cinema Systems - Business Interruption- Earnings Coverage Form is modified as follows:

1. Clause E of Section 4. **Causes of Loss We Do Not Cover**, is deleted; and
2. Clauses F., G., H. and I. are added to Section 4, **Causes of Loss We Do Not Cover**, of the Digital Cinema Systems - Business Interruption – Earnings Coverage Form:

F. Any cause of loss excluded under any **contingency agreement** between **you** and a satellite signal, transmission or other broadcast service provider;

G. **Geomagnetic storms;**

H. **Solar radiation storms;**

I. **Radio blackouts.**

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy.



Secretary



President

2. The following are added to Section 8, Definitions, of the Digital Cinema Systems - Business Interruption – Earnings Coverage Form.

Geomagnetic storms mean disturbances in the geomagnetic field caused by gusts in the solar wind that blows by the Earth.

Radio blackouts mean disturbances in the ionosphere caused by X-ray emissions from the sun,

Solar radiation storms mean elevated levels of radiation that occur when the number of energetic particles increase.

C. **We** will reduce the amount of **your loss of earnings** covered under this Endorsement to the extent **you** could have resumed **operations** with reasonable speed, in whole or in part, by using any other available:

1. source of materials, signals or facilities; or
2. outlet or distribution method for **your** products, signals or services.

D. Limits of Insurance

The most **we** will pay, no matter how the **loss** is valued, will not be more than the Limit of Insurance shown on the Declarations that apply to this Coverage Form.

E. This endorsement is otherwise subject to all the terms, conditions, provisions and stipulations of the policy to which it is attached.

Digital Cinema Systems Equipment - Earth Movement Endorsement – 145486 01 08

Policy Amendment(s) Commercial Inland Marine Coverage

Insured:
Producer:

Policy Number:
Effective Date:

This endorsement modifies insurance provided under the following forms:

Digital Cinema Systems Equipment Coverage Form
Digital Cinema Systems Business Interruption – Earnings Coverage Form
Digital Cinema Systems – Extra Expense Coverage Form

Locations Covered by the Endorsement

Loc No.(s)

Schedule of Sublimits

	Sublimit of Insurance Any One Earth Movement	Sublimit of Insurance Annual Aggregate	Deductible
Loc. No.(s)			

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Causes of Loss

For an additional premium, earth movement is added as a **covered cause of loss** under the Digital Cinema Systems Equipment Coverage Form. Causes of loss we do not cover, B. (1) and (2) of the Digital Cinema Systems Equipment Coverage Form are deleted but only at the locations shown above.

B. Limits of Insurance

1. Regardless of any other limits stated in this policy or the number of locations involved, the most we will pay for any loss caused by, resulting from, contributed to or made worse by earth movement is
\$ _____ in any single occurrence or \$ _____ in the aggregate for all covered locations during the policy period.

All earth movements that occur within any 168 hour period will constitute a single occurrence.
The expiration date of this policy will not reduce the 168 hour period.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy.



Secretary



President

If the policy to which this endorsement is attached is written for a period of more than one year, we will apply the annual aggregate limit separately to each consecutive year of the policy period.

2. The Sublimits shown in the Schedule above (if applicable) are included within the policy loss limit under B.1. of this endorsement and do not increase the Limit of Insurance applying to the damaged property.

3. We will not pay for loss or damage caused by or resulting from any earth movement that begins before the inception date of this insurance.

C. Deductible

1. We will not pay for loss or damage from earth movement until the amount of loss or damage exceeds \$ _____ or _____% of the value of the damaged property at the time of the loss. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable amount of insurance. No other Deductible applies to coverage provided by this endorsement.

2. The deductible applies separately to the following:

- a. Property covered under the Digital Cinema Systems Equipment Coverage Form;
- b. Business Interruption covered under the Digital Cinema Industry - Business Interruption – Earnings Coverage form.
- c. Extra Expense covered under the Digital Cinema Industry Extra Expense Coverage Form.

D. Definitions

1. “Earth movement” as used in this Endorsement means any earth movement (including sinkhole collapse and mine subsidence), such as an earthquake, landslide, or earth sinking, rising or shifting. Earth movement includes Volcanic action, eruption, explosion or effusion (including Volcanic blast or airborne shock waves; ash, dust or particulate matter; and lava flow).

E. This endorsement is otherwise subject to all the terms, conditions, provisions and stipulations of the policy to which it is attached.

Digital Cinema Systems - Earth Movement Sprinkler Leakage Endorsement – 145487 01 08

Policy Amendment(s) Inland Marine Coverage

For an additional premium, the following is added to Causes of Loss We Cover under the Digital Cinema Systems Equipment Coverage Form:

SPRINKLER LEAKAGE – EARTH MOVEMENT, meaning Sprinkler Leakage loss or damage caused by:

1. earth movement (including sinkhole collapse and mine subsidence) such as an earthquake, landslide, or earth sinking, rising or shifting; or
2. volcanic action, eruption, explosion or effusion (including Volcanic blast or airborne shock waves; ash, dust or particulate matter; and lava flow).

This endorsement is otherwise subject to all the terms, conditions, provisions and stipulations of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy.



Secretary



President

Digital Cinema Systems - Flood Endorsement –145488 01 08

Policy Amendment(s) Commercial Inland Marine Coverage

Insured

Policy Number

Producer

Effective Date

Locations Covered by the Endorsement

Loc No.(s)

Schedule of Sublimits

Loc. No.(s)	Sublimit of Insurance Any One Flood	Sublimit of Insurance Annual Aggregate	Deductible

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Causes of Loss

For an additional premium, **flood** is added as a Cause of Loss We Cover under the Digital Cinema Systems Equipment Coverage Form. Causes of Loss We Do Not Cover 6.B.(3) of the Digital Cinema Systems - Equipment Coverage Form is deleted but only at the locations shown above:

B. Limits of Insurance

1. Regardless of any other limits stated in this policy or the number of locations involved, the most we will pay for any loss caused by, resulting from, contributed to or made worse by any one **flood** disaster is:

\$ _____ not to exceed
\$ _____ in the aggregate

for all covered locations during the policy period.

If the policy to which this endorsement is attached is written for a period of more than one year, we will apply the annual aggregate limit separately to each consecutive year of the policy period.

2. The Sublimits shown in the Schedule above (if applicable) are included within the policy loss limit under B.1. of this endorsement and do not increase the Limit of Insurance applying to the damaged property.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy.



Secretary



President

C. Deductible

We will not pay for loss or damage from any one **flood** until the amount of loss or damage exceeds \$ _____ or the amount shown in the Schedule of Sublimits above as applicable to any one location. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable amount of insurance. No other Deductible applies to coverage provided by this endorsement. If more than one deductible is applicable under this endorsement, we will only apply the highest single amount in any one occurrence.

D. This endorsement is otherwise subject to all the terms, conditions, provisions and stipulations of the policy to which it is attached.

Digital Cinema Systems - Hurricane Deductible Endorsement – 145489 01 08

Policy Amendment(s) Commercial Inland Marine Coverage

Insured:
Producer:

Policy Number:
Effective Date:

This endorsement modifies insurance provided under the following forms:

Digital Cinema Systems - Equipment Coverage Form
Digital Cinema Systems Business Interruption – Earnings Coverage Form
Digital Cinema Systems – Extra Expense Coverage Form

Schedule

The DEDUCTIBLE(S) for loss or damage in any one occurrence caused by or resulting from a hurricane are:

FOR ALL COVERAGES EXCEPT BUSINESS INTERRUPTION

Loc. No(s).	Bldg. No.	Deductible	Minimum Dollar Deductible Amount (if applicable)
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FOR BUSINESS INTERRUPTION and EXTRA EXPENSE

Loc. No(s).	Bldg. No.	Hours or Days (if applicable)
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following is added to Section 3., Deductible, of the Cinema Industry Equipment Coverage Form as respects loss or damage caused by or resulting from a **hurricane**:

1. If a percentage is shown under Deductible in the Schedule, then we will subtract a sum from the amount of damage in any one occurrence subject to the minimum dollar deductible amount shown in the above Schedule. The sum we will subtract from each separate item insured will be a percentage of the item's value or the minimum dollar deductible amount shown in the above Schedule, if applicable. The applicable percentage is shown in the above Schedule. If there is not a minimum dollar deductible amount shown in the above Schedule, then the indicated percentage deductible shall apply to each separate item insured as indicated in 3. below.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy.



Secretary



President

2. If hours or days specified are under Deductible, then we will only pay for loss you sustain after the first designated hours or days immediately following the direct physical loss or damage caused by or resulting from a **hurricane**. The applicable hours or days are shown in the above Schedule.

3. The deductible applies separately to:

- a. Property covered under the Digital Cinema Systems Equipment Coverage Form; and
- b. Business Interruption covered under the Digital Cinema Systems – Business Interruption – Earnings Coverage Form; and
- c. Extra Expense covered under the Digital Cinema Systems – Extra Expense Coverage Form.

B. Hurricane means a windstorm that:

- 1. Has sustained wind speed of 74 miles per hour or greater; or
- 2. Has been declared by the National Weather Service to be a **hurricane**, typhoon or tropical cyclone; and
- 3. Includes the period of time:
 - a. 72 hours prior to becoming a **hurricane**, typhoon or tropical cyclone; and
 - b. For the entire duration of the **hurricane**, typhoon or tropical cyclone; and
 - c. The 72 hours immediately following the downgrading of a **hurricane**, typhoon or tropical cyclone as declared by the National Weather Service.

4. **Hurricane** Cause of Loss also includes loss resulting from

- a. Rain or wind driven rain which enters the covered building or structure through an opening created by the force of a **hurricane**, typhoon or tropical cyclone;
- b. One or more tornados that are a result of actions or effects of a **hurricane**, typhoon or tropical cyclone; and
- c. Any material, object or debris that is carried, propelled or in any manner moved by a **hurricane**, typhoon or tropical cyclone.

C. This endorsement is otherwise subject to all the terms, conditions, provisions and stipulations of the policy to which it is attached.

Digital Cinema Systems - Hurricane Exclusion Endorsement – 145490 01 08

Policy Amendment(s) Commercial Inland Marine Coverage

Insured:

Policy Number:

Producer:

Effective Date:

This endorsement modifies insurance provided under the Digital Cinema Systems - Equipment Coverage Form.

A. The following is added to Paragraph 6. Causes of Loss We Do Not Cover, B. of the Digital Cinema Systems - Equipment Coverage Form:

(5) Hurricane

(a) **Hurricane**, meaning a windstorm that:

1. Has sustained wind speed of 74 miles per hour or greater; or
2. Has been declared by the National Weather Service to be a **hurricane**, typhoon or tropical cyclone; and
3. Includes the time period:
 - A. 72 hours prior to becoming a **hurricane**, typhoon or tropical cyclone; and
 - B. For the entire duration of the **hurricane**, typhoon or tropical cyclone; and
 - C. The 72 hours immediately following the downgrading of a **hurricane**, typhoon or tropical cyclone as declared by the National Weather Service.

B. This endorsement is otherwise subject to all the terms, conditions, provisions, and stipulations of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy.



Secretary



President

Digital Cinema Systems – Detrimental Code Coverage Extension Endorsement – 145491 01 08

Policy Amendments) Commercial Inland Marine Coverage

Insured:

Policy Number:

Producer:

Effective Date:

Schedule

Location

Limit of Liability

All Described Premises

\$
\$

per occurrence
annual aggregate

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. Any Detrimental Code exclusion attached to this policy is deleted.
2. Coverage

The following coverage extension is added:

- a. We will pay for any loss or damage, arising out of, caused by, resulting from or happening through the peril of **detrimental code**.
- b. We will pay regardless of who introduced the **detrimental code**, even if the **detrimental code** was introduced by your employees.
- c. Waiting period – Unless otherwise indicated we will not pay for loss of earnings under this Extension until after the first 12 hours following the direct physical loss or damage to your **computer**, your **computer** network, or your Web site. This wait period does not apply to extra expenses that you incur.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy.



Secretary



President

3. Exclusions.

This insurance does not cover loss of earnings or extra expense that results from:

- (a) loss of exclusive use of any **data records** or **proprietary programs** that have been copied, scanned or altered;
- (b) loss or reduction in economic or market value of any **data records** or **proprietary programs** that have been copied, scanned, or altered;
- (c) **computer** theft from your **data records** or **proprietary programs** of confidential information through the observation of the **data records** or **proprietary programs** by accessing covered **computers**, your **computer** network, or your Web site without any alteration or other physical loss or damage to the records or programs.

Confidential information includes, but is not limited to customer information, processing methods, or trade secrets.

4. Deductible.

No other Deductible applies to coverage provided by this endorsement.

5. Limits of Liability

- a. Regardless of any other limits stated in this policy or the number of locations involved, the most we will pay for any loss or damage caused by, resulting from, contributed to or made worse by **detrimental code** in any single occurrence or in the aggregate during the policy period is the amount indicated in the above Schedule.
- b. If the policy to which this endorsement is attached is written for a period of more than one year, we will apply the annual aggregate limit separately to each consecutive year of the policy period.

6. Additional Definitions:

- a) **computer or computers** mean:
 - a. hardware owned by your or in your care, custody, or control; or
 - b. software
- b) **Data** means facts, concepts or instructions which are converted to a form usable in your electronic equipment, including **programs**.

- c) **Data records** mean files, documents, and information in an electronic format and that are stored on **media**.
- d) **Detrimental Code** means any computer virus, **program**, routine, sub-routine, trojan horse, worm, script or other code string that destroys, alters or corrupts Covered Property, Property Insured, or property of others for which you are liable, regardless of how the **detrimental code** was introduced or acquired.
- e) **Hardware** means a network of electronic machine components (microprocessors) capable of accepting instructions and information, processing the information according to the Instructions, and producing desired results. Hardware includes but is not limited to:
 - a. mainframe and mid-range computers and servers;
 - b. personal computers and workstations
 - c. laptops, palmtops, notebook PC's, other portable computer devices and accessories including, but not limited to, multimedia projectors; and
 - d. peripheral data processing equipment, including but not limited to printers, keyboards, monitors, and modems.
- f) **Media** means materials on which **data** are recorded or stored.
- g) **Program or programs** means **data** used to direct the electronic equipment, including diagrams or other records which can be used to reproduce **programs**.
- h) **Proprietary programs** mean proprietary applications or **programs** that are developed in-house or that you had developed specifically for you and that are:
 - a. stored on **media**; or
 - b. installed and stored **in hardware**.
- i) Software means:
 - a. **media**
 - b. **data records**
 - c. **programs** and applications; and
 - d. **proprietary programs**.

7. This endorsement is otherwise subject to all terms, conditions, provisions and stipulations of the policy to which it is attached.

<i>SERFF Tracking Number:</i>	<i>FFDC-125500272</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>American Automobile Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>NARCM0108</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Inland Marine Cinema Industry</i>		
<i>Project Name/Number:</i>	<i>Inland Marine Cinema Industry/NARCM0108</i>		

Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>FFDC-125500272</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>American Automobile Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>NARCM0108</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Inland Marine Cinema Industry</i>		
<i>Project Name/Number:</i>	<i>Inland Marine Cinema Industry/NARCM0108</i>		

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	03/03/2008
Comments:				
Attachment:	NAIC Transmittal.pdf			
Satisfied -Name:	Cover Letter	Review Status:	Approved	03/03/2008
Comments:				
Attachment:	Cover Letter NWCM0108.pdf			
Satisfied -Name:	Form Filing Transmittal	Review Status:	Approved	03/03/2008
Comments:				
Attachment:	Form Filing Schedule.pdf			
Satisfied -Name:	Dec Pages	Review Status:	Approved	03/03/2008
Comments:				
Attachment:	Dec Pages.pdf			
Satisfied -Name:	Explanatory Memo	Review Status:	Approved	03/03/2008
Comments:				
Attachment:	Explanatory Memorandum - Cinema Industry rev.pdf			

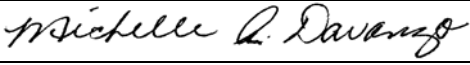
Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Fireman's Fund Insurance Companies				Group NAIC #	0761
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #		
Fireman's Fund Insurance Company	CA	21873	94-1610280			
National Surety Corporation	IL	21881	36-2704643			
The American Insurance Company	NE	21857	22-0731810			
Associated Indemnity Corporation	CA	21865	22-1708002			
American Automobile Insurance Compnay	MO	21849	22-1608585			

5. Company Tracking Number	NARCM0108
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Michelle A. Davanzo	Regulatory Analyst	(415) 899-2660	866-290-0671	Michelle.davanzo@ffic.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Michelle A. Davanzo		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Commercial Inland Marine (09.0)			
10. Sub-Type of Insurance (Sub-TOI)	Commercial Inland Marine (09.0005)			
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12. Company Program Title (Marketing title)				
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14. Effective Date(s) Requested	New:	03-15-08	Renewal:	03-15-08
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
16. Reference Organization (if applicable)				
17. Reference Organization # & Title				
18. Company's Date of Filing	2-19-08			
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	NARCM0108
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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We have developed new Inland Marine coverage forms for businesses engaged in the cinema industry, primarily movie theatres. These forms are designed to cover all electronic projection equipment, including component parts, software, data, and media (including unused media) and computer programs. NO real property, or personal property other than Digital Cinema Systems Equipment, is indemnified.

Today, risks in the cinema industry utilize projection equipment which is electronic data processing equipment. EDP equipment is such an integral part of the projection setup, it is not possible to distinguish EDP from the remainder of the equipment. Therefore, the set of forms listed below, which are briefly analyzed for purpose and content in the attached explanatory memorandum, are enclosed for your review:

Digital Cinema Systems - Equipment Coverage Form - 145479 01 08
Digital Cinema Systems - Equipment Coverage Form Declarations - 145479DEC 01 08
Digital Cinema Systems - Time Element Coverage Declarations - 145480DEC 01 08
Digital Cinema Systems - Business Interruption - Earnings Coverage Form - 145481 01 08
Digital Cinema Systems - Extra Expense Coverage Form - 145482 01 08
Digital Cinema Systems - Business Interruption Form - Off Premises Power Failure Endorsement- 145483 01 08
Digital Cinema Systems - Business Interruption Form - Dependent Properties Endorsement - 145484 01 08
Digital Cinema Systems - Business Interruption Form - Loss of Signal, Transmission, or Other Broadcast Service Endorsement - 145485 01 08
Digital Cinema Systems - Earth Movement Endorsement - 145486 01 08
Digital Cinema Systems - Earth Movement Sprinkler Leakage Endorsement - 145487 01 08
Digital Cinema Systems - Flood Endorsement - 145488 01 08
Digital Cinema Systems - Hurricane Deductible Endorsement - 145489 01 08
Digital Cinema Systems - Hurricane Exclusion Endorsement - 145490 01 08
Digital Cinema Systems – Hurricane Exclusion Endorsement – 145491 01 08

To make a complete policy, these forms will be attached to our Inland Marine Conditions form, 140559, which you previously approved. We will also attach Common Policy Conditions IL 00 17 and Calculation of Premium IL 00 03, which ISO previously filed on our behalf (not enclosed).

Also, we will attach the following state specific endorsement(s) which have already been approved for use:
CM 0144, IL 0190

Your approval/acknowledgement of this filing, which has a proposed effective date of March 15, 2008, would be appreciated.

[illegible]

Fireman's Fund
Insurance Company



A company of the
Allianz Group

February 19, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

RE: COMMERCIAL INLAND MARINE
DIGITAL CINEMA SYSTEMS EQUIPMENT COVERAGE
FORM FILING
Fireman's Fund Insurance Company 0761-21873
The American Insurance Company 0761-21857
National Surety Corporation 0761-21881
Associated Indemnity Corporation 0761-21865
American Automobile Insurance Company 0761-21849
Company Filing #NARCM0108

Dear Sir or Madam:

We have developed new Inland Marine coverage forms for businesses engaged in the cinema industry, primarily movie theatres. These forms are designed to cover all electronic projection equipment, including component parts, software, data, and media (including unused media) and computer programs. NO real property, or personal property other than Digital Cinema Systems Equipment, is indemnified.

Today, risks in the cinema industry utilize projection equipment which is electronic data processing equipment. EDP equipment is such an integral part of the projection setup, it is not possible to distinguish EDP from the remainder of the equipment. Therefore, the set of forms listed below, which are briefly analyzed for purpose and content in the attached explanatory memorandum, are enclosed for your review:

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Digital Cinema Systems - Coverage Form Declarations - 145479DEC 01 08
Digital Cinema Systems - Time Element Coverage Declarations - 145480DEC 01 08
Digital Cinema Systems - Business Interruption - Earnings Coverage Form - 145481 01 08
Digital Cinema Systems - Extra Expense Coverage Form - 145482 01 08
Digital Cinema Systems - Business Interruption Form - Off Premises Power Failure Endorsement- 145483 01 08
Digital Cinema Systems - Business Interruption Form - Dependent Properties Endorsement - 145484 01 08
Digital Cinema Systems - Business Interruption Form - Loss of Signal, Transmission, or Other Broadcast Service Endorsement - 145485 01 08
Digital Cinema Systems - Earth Movement Endorsement - 145486 01 08
Digital Cinema Systems - Earth Movement Sprinkler Leakage Endorsement - 145487 01 08
Digital Cinema Systems - Flood Endorsement - 145488 01 08
Digital Cinema Systems - Hurricane Deductible Endorsement - 145489 01 08
Digital Cinema Systems - Hurricane Exclusion Endorsement - 145490 01 08
Digital Cinema Systems - Detrimental code Coverage Extension Endorsement - 145491 01 08

777 San Marin Drive
Novato, CA 94998
Phone 415.899.2000

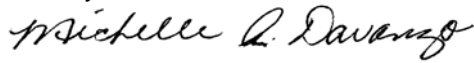
Allianz Group

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Also, we will attach the following state specific endorsement(s) which have already been approved for use:
CM 0144, IL 0190

Your approval/acknowledgement of this filing, which has a proposed effective date of March 15, 2008, would be appreciated.

Sincerely,



Michelle A. Davanzo
Regulatory Analyst
Commercial Business
Fireman's Fund Insurance Company
415-899-2660 (p)
866-290-0671 (f)
mdavanzo@ffic.com

PROPERTY & CASUALTY FORM FILING SCHEDULE(This form must be provided **ONLY** when making a filing that includes forms.)(Do **not** refer to the body of the filing for the forms listing, unless allowed by the state.)

	This filing transmittal is part of Company Tracking #			NARCM0108	
	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
	Form Name/ Description/Synopsis	Form# Include edition Date	Replacement Or Withdrawn	If replacement, give form # it replaces	Previous state filing number, (if required by state)
1	Digital Cinema Systems Equipment Coverage Form	145479 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
2	Digital Cinema Systems - Business Interruption - Earnings Coverage Form	145481 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
3	Digital Cinema Systems - Extra Expense Coverage Form	145482 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
4	Digital Cinema Systems - Business Interruption Form - Off Premises Power Failure Endorsement	145483 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
5	Digital Cinema Systems - Business Interruption Form - Dependent Properties Endorsement	145484 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
6	Digital Cinema Systems - Business Interruption Form - Loss of Signal, Transmission, or Other Broadcast Service Endorsement	145485 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
7	Digital Cinema Systems - Earth Movement Endorsement	145486 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
8	Digital Cinema Systems -	145487 01 08	<input checked="" type="checkbox"/> New		

	Earth Movement Sprinkler Leakage Endorsement		<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
9	Digital Cinema Systems - Flood Endorsement	145488 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Digital Cinema Systems - Hurricane Deductible Endorsement	145489 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Digital Cinema Systems - Hurricane Deductible	145490 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Digital Cinema Systems - Detrimental Code Coverage Extension Endorsement	145491 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS - 1

Digital Cinema Systems – Time Element Coverage Declarations

145480DEC 01 08

Policy Amendment(s) Commercial Inland Marine Coverage

These Declarations are issued in conjunction with and are part of the Digital Cinema Systems Equipment Coverage Form attached to this **policy**.

Insured Policy Number

Producer Effective Date

Declarations

We provide only those coverages which have been indicated by an X below.

___ **Digital Cinema Systems - Business Interruption - Earnings Coverage Form 145481**
Location No. Limit of Insurance Deductible
\$ \$

___ **Digital Cinema Systems - Extra Expense Coverage Form 145482**
Location No.s Limit of Insurance Deductible
\$ \$

___ **Digital Cinema Systems - Business Interruption – Earning Coverage Form 145481 & Digital Cinema Systems - Extra Expense Coverage Form 145482**
Location No.s Limit of Insurance Deductible
\$ \$

___ **Digital Cinema Systems -Business Interruption - Off Premises Power Failure Endorsement 145483**
Location No.s Limit of Insurance Deductible
\$ \$

___ **Digital Cinema Systems - Business Interruption - Dependent Properties Endorsement 145484**
Location No.s Limit of Insurance Deductible
\$ \$

___ **Digital Cinema Systems - Business Interruption – Loss of Signal, Transmission or Other Broadcast Service Endorsement 145458**
Location No.s Limit of Insurance Deductible
\$ \$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy.



Secretary



President

Digital Cinema Systems Equipment Coverage Form Declarations - 145479DEC 01 08

Policy Amendment(s) Commercial Inland Marine Coverage

These Declarations are issued in conjunction with and are part of the Cinema Industry Equipment Coverage Form

Insured

Policy Number

Producer

Effective Date

Declarations

Insurance is provided only for those covered property categories (A through D) for which a Limit of Insurance is shown in these Declarations.

Covered Property	Loc No.	Limits of Insurance	Valuation Basis
A. Digital Cinema Systems Equipment	—	\$	Per Form
B. Digital Cinema Systems Software Data, Media and Computer Programs	—	\$	Per Form
C. Property in due course of transit		\$	Per Form
D. Property while situated elsewhere not provided above		\$	Per Form

**Per Occurrence
Deductible Amount**
\$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy.



Secretary



President

145479DEC 01 08

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Explanatory Memorandum
Digital Cinema Systems Equipment Coverage (Inland Marine)

SUMMARY OF SIGNIFICANT FEATURES

- Forms are designed to provide coverage for all electronic equipment, so no need to issue a separate policy for the Electronic Data Processing Equipment.
- Forms are "no coinsurance" forms.
- Unlimited radius applies to electrical disturbances.
- Policy contains no "scheduling" requirement for the electronic equipment.
- See Table for specifics on all coverages provided.

Form Title	Description
145479DEC 01 08 Digital Cinema Systems Equipment - Coverage Form Declarations	This is the Declarations Page for the Digital Cinema Systems Equipment Coverage Form. This Declarations page identifies Covered Property (pre-printed), Locations (fill-in) where covered property is situated, Limits of Insurance (fill-in and pre-printed) that apply, Valuation Basis (fill-in and pre-printed) that apply and Per Occurrence Deductible amount (fill-in).
145479 01 08 Digital Cinema Systems Equipment Coverage Form	<p>This is the direct damage coverage form for Digital Cinema Systems Equipment, which includes digital cinema projectors, satellite dish/receivers, related electronic projection machinery and equipment, cabling and wiring, and electronic data processing equipment and component parts, software, data, media and programs.</p> <p>Coverage is for loss or damage due to any external cause except excluded causes. Valuations are Actual Cash Value or Replacement Cost.</p> <p>Loss of signal, transmission or other broadcast service caused by a failure, deficiency, non-operable status or failure to achieve or maintain property orbit or any other defect or inadequacy of a satellite is excluded.</p> <p>Additional coverages are provided at set (all but Transit) or fill-in (Transit) limits. These are Removal, New Location Coverage or Transfer Between Existing locations, Property Off Premises, Property In Transit, Waiver of Depreciation for Partial Covered Loss, Fire Department Service Charge, Fire Protection Devices, Loss Data Preparation Costs, Property Shipped by Registered Mail, Valuable Papers & Records, Employee Theft-Limited, Off Premises Power Failure Direct Damage, Earth Based Satellite Reception Equipment.</p>
145480DEC 01 08 Digital Cinema Systems Equipment - Time Element Coverage Declarations	<p>This is the Declarations Page for the two key Time Element Coverage Forms: Digital Cinema Systems - Business Interruption - Earnings Coverage Form, and the Digital Cinema Systems - Extra Expense Coverage Form.</p> <p>It is also the Declarations page for three key Time Element Endorsements: the Digital Cinema Systems - Business Interruption-Off Premises Power Failure Endorsement, Dependant Properties Endorsement, and the Loss of Signal, Transmission or Other Broadcast Service Endorsement.</p> <p>This Declarations page identifies the applicable coverage and the Location(s) at which covered property is situated, Limit of Insurance and Deductible that apply to each coverage. Locations, Limits of Insurance and Deductible are all fill - in.</p>
145481 01 08 Digital Cinema Systems - Business Interruption - Earnings Coverage Form	This is the Business Interruption Coverage Form. It pays for loss resulting directly from the necessary interruption of insured's business from a covered loss from a covered cause to property covered under the Digital Cinema Systems Equipment Coverage Form. This form also provides 180 days of Extended Period of Indemnity and 4 weeks of Civil Authority coverage.

Form Title	Description
45482 01 08 Digital Cinema Systems – Extra Expense Coverage Form.	This is the Extra Expense Coverage Form. It pays for necessary extra expense incurred to continue the normal operation of the insured's business. This extra expense must be the direct result of a covered loss from a covered cause to property covered under the Digital Cinema Systems Equipment Coverage Form. This form also provides 4 weeks of Civil Authority Coverage.
145483 01 08 Digital Cinema Systems - Business Interruption Form-Off Premises Power Failure Endorsement	This form covers earnings and expenses to reduce loss caused by interruption of utility services caused by a covered cause of loss to those utility services. Utility services are water supply and power supply services. Coverage does not apply to loss of signal, transmission or other broadcast service caused by a failure, deficiency, non-operable status or failure to achieve or maintain property orbit or any other defect or inadequacy of a satellite.
145484 01 08 Digital Cinema Systems - Business Interruption Form - Dependant Properties Endorsement.	<p>This form covers loss of earnings caused by direct physical loss to contingent business property caused by a covered cause of loss.</p> <p>Contingent business properties are properties operated by others that either contribute (deliver materials, signals or services) to the insured or to others for the insured's account or receive (accept insured's products, signals or services).</p> <p>Coverage does not apply to loss of signal, transmission or other broadcast service caused by a failure, deficiency, non-operable status or failure to achieve or maintain property orbit or any other defect or inadequacy of a satellite.</p>
145485 01 08 Digital Cinema Systems - Business Interruption Form - Loss Of Signal, Transmission, or Other Broadcast Service Endorsement	<p>This form covers loss of earnings and expense to reduce loss caused by loss of signal, transmission or other broadcast service.</p> <p>Coverage requires insured have two contingency agreements (primary and backup) in place with vendors other than the signal, transmission or broadcast service provider.</p> <p>Digital Cinema Systems Equipment Coverage Form's loss of signal, transmission or other broadcast service exclusion is deleted but only as respects coverage provided under this form.</p> <p>However, additional exclusions also apply: geomagnetic storms, radio blackouts, solar radiation storms and weather.</p> <p>Mandatory Limit of \$10,000 to \$25,000, and Deductible of \$5,000 to \$10,000 will apply. No variable limits are permitted.</p>
145486 01 08 Digital Cinema Systems - Earth Movement Endorsement	This form provides coverage to property for loss due to any earth movement (including sinkhole collapse and mine subsidence), such as an earthquake, landslide, or earth sinking, rising or shifting. Earth movement includes Volcanic action, eruption, explosion or effusion (including Volcanic blast or airborne shock waves; ash, dust or particulate matter; and lava flow).

Form Title	Description
145487 01 08 Digital Cinema Systems – Earth Movement Sprinkler Leakage Endorsement	This form provides coverage to property for loss due to sprinkler leakage caused by any earth movement (including sinkhole collapse and mine subsidence), such as an earthquake, landslide, or earth sinking, rising or shifting, and including Volcanic action, eruption, explosion or effusion (including Volcanic blast or airborne shock waves; ash, dust or particulate matter; and lava flow).
145488 01 08 Digital Cinema Systems - Flood Coverage Extension	This form provides coverage to property for loss due to flood.
145489 01 08 Digital Cinema Systems - Hurricane Deductible Endorsement	This form enables coverage to apply to property for hurricane subject to a specific deductible. Hurricane means a windstorm that has sustained wind speed of 74 miles per hour or greater; or has been declared by the National Weather Service to be a hurricane, typhoon or tropical cyclone; and includes the period of time 72 hours prior to becoming a hurricane, typhoon or tropical cyclone; and for the entire duration of the hurricane, typhoon or tropical cyclone; and the 72 hours immediately following the downgrading of a hurricane, typhoon or tropical cyclone as declared by the National Weather Service.
145490 01 08 Digital Cinema Systems - Hurricane Exclusion Endorsement	This form excludes the Hurricane cause of loss.